Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

use in the United States for more than two years cannot be the subject of a patent. U. S. REV. STAT. § 4886; *Roemer* v. *Simon*, 95 U. S. 214.

PRESUMPTIONS — EXISTENCE AND EFFECT OF PRESUMPTIONS IN PARTICULAR CASES — CHILD-BEARING: PRESUMPTION THAT A WOMAN OF ADVANCED AGE IS INCAPABLE OF CHILD-BEARING.—The defendant having contracted to buy certain land of the plaintiff refused to perform on the ground that a widow more than seventy years of age might have children who would be entitled to an interest in the property. *Held*, that specific performance will be granted. *Whitney* v. *Groo*, 40 D. C. App. Cas. 496.

In cases like the present, American courts have heretofore uniformly held to the presumption that one may have children throughout life. *Read* v. *Fite*, 8 Humph. (Tenn.) 328; *List* v. *Rodney*, 83 Pa. 483; *Westhofer* v. *Koons*, 144 Pa. 26. These cases are clearly distinguishable from the authorities on which they are based. For the purpose of determining questions of remoteness involved in applying the rule against perpetuities, all living persons are regarded as capable of having issue. *Jee* v. *Audley*, 1 Cox 324. Such a presumption is entertained in determining a wife's right of dower. See 1 THOMAS, COKE UPON LITTLETON, 579. For the same reason, the estate of tenant in tail with possibility of issue extinct can never arise so long as persons whose issue might take are still living. Id. 551. These have now become well-established principles of real property touching the creation and termination of estates, and as such unalterable. In the principal case no rule of property law is involved. The purchaser can demand only a title free from reasonable doubt. *Lyddale* v. *Weston*, 2 Atk. 19. This is merely a question of fact; and it is submitted that the decision in this case is warranted in the light of human experience, and deserving of great respect for breaking away from artificial rules, and applying common-sense principles. Similar decisions have been rendered by common-law courts outside of the United States. *Browne* v. *Warnock*, Ir. R., 7 Ch. D. 3; *In re Tinning and Webber*, 25 Can. L. T. (Occasional Notes) 38. The same result has been reached in cases involving the distribution of trust funds. *Leng* v. *Hodges*, Jac. 585.

QUASI-CONTRACTS — RIGHTS AND OBLIGATIONS OF PARTIES UNDER CONTRACT MADE UNENFORCEABLE BY STATUTE OF FRAUDS. — The plaintiff, a broker, was employed to sell timber lands for the defendant under a contract unenforceable by the Statute of Frauds. He procured a customer who bought the property. *Held*, that the plaintiff cannot recover on a *quantum meruit*. *Cushing* v. *Monarch Timber Co.*, 135 Pac. 660 (Wash.).

While the Statute of Frauds bars any action on the contract itself, the refusal to allow a plaintiff to recover for services actually rendered unjustly enriches the defendant. See 21 HARV. L. REV. 544. Accordingly, in analogous cases, a recovery on a *quantum meruit* has generally been allowed. *Wonsettler* v. *Lee*, 40 Kan. 367, 19 Pac. 862; *Pulbrook* v. *Lawes*, 1 Q. B. D. 284. *Contra*, *Leimbach* v. *Regner*, 70 N. J. L. 608, 57 Atl. 138. The argument against granting quasi-contractual relief is that it would defeat the purpose of the statute. The fallacy here lies in mistaking the nature of quasi-contractual relief. It is based on an obligation imposed by law for the purpose of producing an equitable result, and not on the contract of the parties. See 24 HARV. L. REV. 158. Moreover, since the services have been rendered, there is no danger of fraud or false testimony as to that fact, so that the evil which the statute is intended to guard against cannot occur. Finally, denying the relief effects a palpable injustice never contemplated by the designers of the statute.

RESTRAINT OF TRADE — STATE ANTI-TRUST LEGISLATION — STATUTE PROHIBITING COMBINATIONS OF STOCK CORPORATIONS FOR THE CREATION OF A

MONOPOLY NOT APPLICABLE TO COMBINATIONS OF PUBLIC SERVICE COMPANIES UNDER COMMISSION CONTROL. — The New York stock corporation law provides that no stock corporation shall combine with any other corporation or person for the creation of a monopoly, or the unlawful restraint of trade, or for the prevention of competition in any necessary of life. The defendant is a holding company which controls practically the entire street railway business of the city of New York. *Held*, that it is not a combination within the prohibition of the act. *Continental Securities Co.* v. *Interborough Rapid Transit Co.*, 207 Fed. 467 (Dist. Ct., S. D. N. Y.).

The question has aroused great diversity of opinion. The lower New York courts have held that such combinations do not violate the act. *Attorney-General* v. *Consolidated Gas Co. of N. Y.*, 124 App. Div. 401, 108 N. Y. Supp. 823; *Attorney-General* v. *Interborough-Metropolitan Co.*, 125 App. Div. 804, 110 N. Y. Supp. 186. The federal courts have maintained a contrary view. *Burrows* v. *Interborough-Metropolitan Co.*, 156 Fed. 389; *Continental Securities Co.* v. *Interborough Rapid Transit Co.*, 165 Fed. 945. The state decisions argue that the statute was not intended to apply to public service companies because they are subject to legislative regulation in the interests of the public; and that, if this cannot be inferred from the act itself, it is evident from the passage of subsequent statutes placing public services under commission control. A literal construction of the sweeping language of the statute, however, would justify the view of the federal cases that all combinations which prevent competition are prohibited. In support of this construction are cases holding that restrictive combinations or agreements, although made by public service companies, are monopolistic and contrary to public policy or anti-trust legislation. *People ex rel. Peabody* v. *Chicago Gas Trust Co.*, 130 Ill. 268, 22 N. E. 798; *United States* v. *Trans-Missouri Freight Association*, 166 U. S. 290. Other decisions, however, maintain that anti-trust legislation is designed to prevent only agreements harmful to the public, and that combinations between public services are not within this description. *Yazoo & M. V. R. Co.* v. *Searles*, 85 Miss. 520, 37 So. 939; *State* v. *Central of Georgia R. Co.*, 109 Ga. 716, 35 S. E. 37. Jurisdictions which have inaugurated commission control seem to have done so believing that regulation of public service companies is preferable to competition between them. See *Weld* v. *Gas and Electric Light Commissioners*, 197 Mass. 556, 558, 84 N. E. 101, 102; *People ex rel. Edison Co.* v. *Willcox*, 207 N. Y. 86, 98, 100 N. E. 705, 708. This would indeed seem to be the better policy and to justify the courts in taking a rather liberal construction of general anti-trust statutes. *McKinley Telephone Co.* v. *Cumberland Telephone Co.*, 152 Wis. 359, 140 N. W. 38.

SALES — IMPLIED WARRANTY — TITLE — RESALE OF CONFIDENTIAL REPORTS. — R. G. Dun & Co. furnished financial reports to the plaintiff, the latter contracting not to resell. The plaintiff in breach of this agreement sold reports to the defendant, and now sues for the purchase price. Dun, after the transaction had taken place, notified the defendants of his rights, warned them to make no use of the reports, and demanded their return. *Held*, that the plaintiff may not recover. *Carbolineum Wood Preserving Co.* v. *Carter*, 50 N. Y. L. J. 361 (Municipal Court of the City of New York, Oct., 1913).

The court in the principal case gave the defendant a defense because of the plaintiff's breach of an implied warranty of title. In a sale under the New York act there is "an implied warranty that the buyer shall have and enjoy quiet possession of the goods as against any lawful claims existing at the time of the sale." N. Y. LAWS OF 1911, c. 571, § 94. If the defendant is not a *bonâ fide* purchaser for value, equity will enjoin his use of the reports obtained through the plaintiff's breach of his agreement not to resell. *Dodge Co.* v. *Construction Information Co.*, 183 Mass. 62, 66 N. E. 204; *National Tel. News*